

CITY OF FAIRFIELD

RESOLUTION NO. 2015 - 114

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND AWARDING A CONTRACT TO TIM PAXIN'S PACIFIC EXCAVATION, INC. FOR
THE CITY PARKS LIGHTING PROJECT – PHASE 3**

WHEREAS, the bid opening for the City Parks Lighting Project – Phase 3 took place on March 31, 2015; and

WHEREAS, the apparent low bidder was Tim Paxin's Pacific Excavation, Inc. in the amount of \$1,199,895; and

WHEREAS, staff has reviewed the bid from Tim Paxin's Pacific Excavation, Inc. and found it to be in order; and

WHEREAS, a bid protest was received from William Bradley Electric, Inc. asserting that Tim Paxin's Pacific Excavation, Inc.'s bid was non-responsive. Staff reviewed the bid protest and found the issue to be a waivable minor irregularity; and

WHEREAS, staff is recommending the City Council award both the Base Bid and Additive Alternative #1, and award the contract to Tim Paxin's Pacific Excavations, Inc. as the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the City Parks Lighting Project – Phase 3 are hereby approved.

Section 2. The bid protest submitted by William Bradley Electric, Inc. is hereby denied.

Section 3. The City Manager is authorized to enter into a contract with Tim Paxin's Pacific Excavation, Inc. for the City Parks Lighting Project – Phase 3 in the amount of \$1,199,895, for the base bid and Additive Alternative # 1 work.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract.

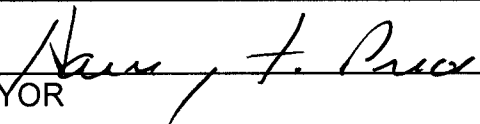
PASSED AND ADOPTED this 19th day of May 2015, by the following vote:

AYES: COUNCILMEMBERS: **Price/Timm/Bertani/Moy/Vaccaro**

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:


CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of May 27, 2015, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, AND TIM PAXIN'S PACIFIC EXCAVATION, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

CITY PARKS LIGHTING PROJECT – PHASE 3 (Allan Witt Community Park)

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Stantec Consulting Services, Inc.
Numbered E1.0,E1.1,E1.2,E1.3,E1.4,E2.0,E2.1,E2.2,E2.3,E2.4,E2.5
and dated March 2015
- b. Advertisement for Bids.
- c. The Accepted Bid, dated March 27, 2015
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Specific Provisions.
 - 2) Special Provisions.
 - 3) General Provisions.
 - 4) City of Fairfield Standard Details and Specifications, 2014 edition.
 - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated May 27, 2015.
- g. Labor and Material Bond, dated May 27, 2015.

All of said documents are intended to cooperate so that any work called for in one and not

mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **152 working days** after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

CITY PARKS LIGHTING PROJECT – PHASE 3
(Allan Witt Community Park)

BASE BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$1,500.00	\$1,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$1,500.00	\$1,500.00
3	THERMOPLASTIC STRIPING	LS	1	\$500.00	\$500.00
4	STORM WATER POLLUTION PREVENTION	LS	1	\$525.00	\$525.00
5	DEMOLITION & REMOVALS	LS	1	\$5,650.00	\$5,650.00
6	TREE PROTECTION	LS	1	\$500.00	\$500.00
7	TREE PRUNING	EA	17	\$160.00	\$2,720.00
8	ASPHALT CONCRETE PAVING	SF	1200	\$3.90	\$4,680.00
9	STABILIZED DECOMPOSED GRANITE PAVING	SF	400	\$3.00	\$1,200.00
10	IRRIGATION SYSTEM REPAIR	LS	1	\$4,000.00	\$4,000.00
11	TEMPORARY CHAIN LINK FENCE AND GATE	LS	1	\$2,500.00	\$2,500.00
12	TURF FROM SOD	SF	5000	\$.25	\$1,250.00
13	MULCH	SF	2000	\$.45	\$900.00
14	LANDSCAPE MAINTENANCE (90 DAYS)	LS	1	\$1,500.00	\$1,500.00
15	PCC REPLACEMENT	SF	500	\$10.00	\$5,000.00
16	CONTROLLED DENSITY FILL	EA	51	\$300.00	\$15,300.00
17	F1 & F2 – LIGHT FIXTURE 20' PATHWAY	EA	51	\$7,815.00	\$398,565.00
18	F3 & F4 – LIGHT FIXTURE PARKING LOT	EA	30	\$9,200.00	\$276,000.00
19	F5 – FLOOD LIGHT FIXTURE	EA	1	\$1,495.00	\$1,495.00
20	HOUSEKEEPING PAD	EA	51	\$250.00	\$12,750.00
21	METER SERVICE ENCLOSURE	EA	1	\$6,000.00	\$6,000.00
22	SERVICE ENCLOSURE EQUIPMENT PAD	EA	1	\$900.00	\$900.00
23	GROUND ROD AND WIRE	EA	82	\$75.00	\$6,150.00
24	LOITERING DETERRENT SYSTEM, MOSQUITO/CAGE	EA	9	\$1,900.00	\$17,100.00
25	LOITERING DETERRENT SYSTEM, WIRE	LF	1500	\$2.00	\$3,000.00
26	LOITERING DETERRENT SYSTEM, RESTROOM	EA	6	\$1,900.00	\$11,400.00
27	PULLBOX SECURITY KIT	EA	121	\$200.00	\$24,200.00
28	2" CONDUIT PVC SCH. 40	LF	19000	\$6.00	\$114,000.00
29	3" CONDUIT PVC SCH. 40	LF	1400	\$7.00	\$9,800.00

30	#12 CONDUCTOR	LF	19500	\$1.00	\$19,500.00
31	#12 GROUND WIRE	LF	15000	\$1.00	\$15,000.00
32	#6 CONDUCTOR	LF	48000	\$1.40	\$67,200.00
33	#6 GROUND WIRE	LF	100	\$1.40	\$140.00
34	#2 CONDUCTOR	LF	200	\$2.50	\$500.00
35	#2 GROUND WIRE	LF	1500	\$2.50	\$3,750.00
36	#350 CONDUCTOR	LF	3000	\$7.00	\$21,000.00
37	PULLBOXES	EA	122	\$195.00	\$23,790.00
38	ELECTRICAL TESTING	LS	1	\$5,996.00	\$5,996.00
39	CCTV CONDUIT WITH PULLROPE	LF	5500	\$5.00	\$27,500.00
40	CCTV, POWER WIRE	LF	9000	\$2.00	\$18,000.00
TOTAL BASE BID PRICE					\$1,132,961.00

ADDITIVE ALTERNATE #1 BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	CONTROLLED DENSITY FILL	EA	6	\$300.00	\$1,800.00
2	F1 – LIGHT FIXTURE 20' PATHWAY	EA	6	\$7,910.00	\$47,460.00
3	HOUSEKEEPING PAD	EA	6	\$250.00	\$1,500.00
4	GROUND ROD AND WIRE	EA	6	\$75.00	\$450.00
5	PULLBOX SECURITY KIT	EA	8	\$200.00	\$1,600.00
6	2" CONDUIT PVC SCH. 40	LF	900	\$5.00	\$4,500.00
7	#6 CONDUCTOR	LF	2800	\$1.40	\$3,920.00
8	#12 GROUND WIRE	LF	700	\$1.00	\$700.00
9	PULLBOXES	EA	8	\$195.00	\$1,560.00
10	ELECTRICAL TESTING	LS	1	\$244.00	\$244.00
11	CCTV CONDUIT WITH PULLROPE	LF	400	\$4.00	\$1,600.00
12	CCTV, POWER WIRE	LF	800	\$2.00	\$1,600.00
TOTAL ADDITIVE ALTERNATE #1 BID PRICE					\$66,934.00

Total Base Bid and Additive Alternate #1 \$1,199,895.00

IV. PROHIBITED INTERESTS

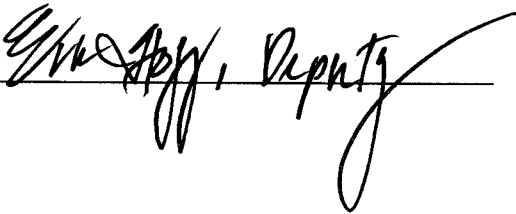
No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

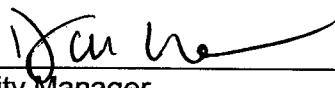
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

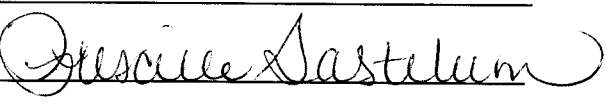
City Clerk



CITY OF FAIRFIELD

By: 
City Manager Cor

Tim Paxin's Pacific Excavation, Inc.

By: 
Corporate Secretary
Title

Licensed in accordance with an act providing for the registration of contractors.
Contractor's License:

a. Class:	<u>694400</u>
b. Number:	<u>A & C10</u>
c. Expiration Date:	<u>08/31/2016</u>
FEI Number:	<u>95-4398585</u>

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____

Authorized Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	Tim Paxin's Pacific Excavation, Inc
ADDRESS	9796 Kent Street
CITY, STATE, ZIP	Elk Grove, CA 957024

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	95-4398585
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

Bond No. 3483484

Premium \$ 8,795.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Tim Paxin's Pacific Excavation, Inc.
9796 Kent St, Elk Grove, CA 95624

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**CITY PARKS LIGHTING PROJECT – PHASE 3
(Allan Witt Community Park)**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____
Great American Insurance Company

301 East 4th St., Cincinnati, OH 45202

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of One Million One Hundred Ninety-Nine Thousand Eight Hundred Ninety-Five Dollars and no/100

Dollars (\$ 1,199,895.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

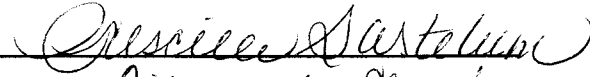
Dated: May 27, 2015

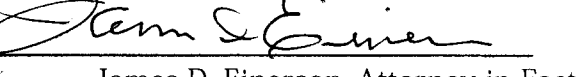
"Contractor"

"Surety"

Tim Paxin's Pacific Excavation, Inc.

Great American Insurance Company

By: 
Title

By: 
James D. Einerson, Attorney-in-Fact
Title

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____
Tim Paxin's Pacific Excavation, Inc.

9796 Kent St., Elk Grove, Ca 95624

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

**CITY PARKS LIGHTING PROJECT – PHASE 3
(Allan Witt Community Park)**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____
Great American Insurance Company

301 East 4th St., Cincinnati, OH 45202

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____
One Million One Hundred Ninety-Nine Thousand Eight Hundred Ninety-Five Dollars & No/100

Dollars (\$ 1,199,895.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change,

extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

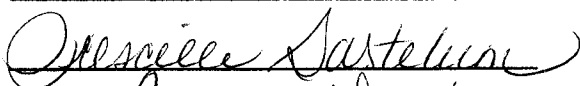
Dated: May 27, 2015

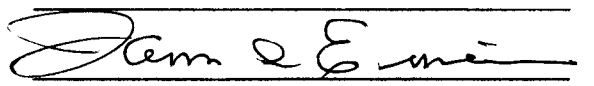
"Contractor"

"Surety"

Tim Paxin's Pacific Excavation, Inc.

Great American Insurance Company


By: Corporate Secretary
Title


By: James D. Einerson, Attorney-in-Fact
Title

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: This bond must be executed and dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California)
County of Sacramento)

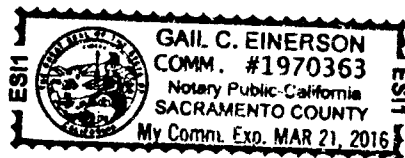
On 05/27/15 before me, Gail C. Einerson, Notary Public, _____
(insert name and title of officer)
personally appeared James D. Einerson _____

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mai C. Eineson
Signature of Notary Public



(seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER,	\$100,000,000.00
MICHELLE FURNO	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of FEBRUARY 2014

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 27TH day of FEBRUARY, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

27 day of MAY

2015



Atty L C. B.
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

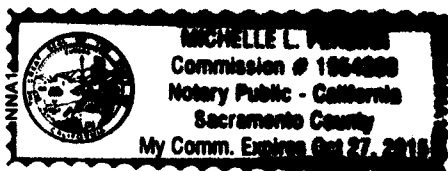
State of California)

County of Sacramento)On June 7, 2015 before me, Michelle L. Pereira, (Notary Public),
Date Here Insert Name and Title of the Officerpersonally appeared Prescilla Grastelum
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michelle L. Pereira
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

**CITY PARKS LIGHTING PROJECT – PHASE 3
(Allan Witt Community Park)**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **152 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1

Date: 3/26/2015

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

CITY PARKS LIGHTING PROJECT – PHASE 3
(Allan Witt Community Park)

BASE BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	1,500.00	1,500.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	1,500.00	1,500.00
3	THERMOPLASTIC STRIPING	LS	1	500.00	500.00
4	STORM WATER POLLUTION PREVENTION	LS	1	525.00	525.00
5	DEMOLITION & REMOVALS	LS	1	5,650.00	5,650.00
6	TREE PROTECTION	LS	1	500.00	500.00
7	TREE PRUNING	EA	17	160.00	2,720.00
8	ASPHALT CONCRETE PAVING	SF	1200	3.90	4,680.00
9	STABILIZED DECOMPOSED GRANITE PAVING	SF	400	3.00	1,200.00
10	IRRIGATION SYSTEM REPAIR	LS	1	4,000.00	4,000.00
11	TEMPORARY CHAIN LINK FENCE AND GATE	LS	1	2,500.00	2,500.00
12	TURF FROM SOD	SF	5000	1.25	1,250.00
13	MULCH	SF	2000	1.45	900.00
14	LANDSCAPE MAINTENANCE (90 DAYS)	LS	1	1,500.00	1,500.00
15	PCC REPLACEMENT	SF	500	10.00	5,000.00
16	CONTROLLED DENSITY FILL	EA	51	300.00	15,300.00
17	F1 & F2 – LIGHT FIXTURE 20' PATHWAY	EA	51	7815.00	398,565.00
18	F3 & F4 – LIGHT FIXTURE PARKING LOT	EA	30	9200.00	276,000.00
19	F5 – FLOOD LIGHT FIXTURE	EA	1	1495.00	1,495.00
20	HOUSEKEEPING PAD	EA	51	250.00	12,750.00
21	METER SERVICE ENCLOSURE	EA	1	6,000.00	6,000.00
22	SERVICE ENCLOSURE EQUIPMENT PAD	EA	1	900.00	900.00
23	GROUND ROD AND WIRE	EA	82	75.00	6,150.00
24	LOITERING DETERRENT SYSTEM, MOSQUITO/CAGE	EA	9	1900.00	17,100.00
25	LOITERING DETERRENT SYSTEM, WIRE	LF	1500	2.00	3,000.00
26	LOITERING DETERRENT SYSTEM, RESTROOM	EA	6	1900.00	11,400.00
27	PULLBOX SECURITY KIT	EA	121	200.00	24,200.00
28	2" CONDUIT PVC SCH. 40	LF	19000	6.00	114,000.00
29	3" CONDUIT PVC SCH. 40	LF	1400	7.00	9,800.00

30	#12 CONDUCTOR	LF	19500	1.00	19,500.00
31	#12 GROUND WIRE	LF	15000	1.00	15,000.00
32	#6 CONDUCTOR	LF	48000	1.40	67,200.00
33	#6 GROUND WIRE	LF	100	1.40	140.00
34	#2 CONDUCTOR	LF	200	2.50	500.00
35	#2 GROUND WIRE	LF	1500	2.50	3,750.00
36	#350 CONDUCTOR	LF	3000	7.00	21,000.00
37	PULLBOXES	EA	122	195.00	23,790.00
38	ELECTRICAL TESTING	LS	1	5,996.00	5,996.00
39	CCTV CONDUIT WITH PULLROPE	LF	5500	5.00	27,500.00
40	CCTV, POWER WIRE	LF	9000	2.00	18,000.00
TOTAL BASE BID PRICE					1,132,961.00

ADDITIVE ALTERNATE #1 BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	CONTROLLED DENSITY FILL	EA	6	300.00	1,800.00
2	F1 – LIGHT FIXTURE 20' PATHWAY	EA	6	7,910.00	47,460.00
3	HOUSEKEEPING PAD	EA	6	250.00	1,500.00
4	GROUND ROD AND WIRE	EA	6	75.00	450.00
5	PULLBOX SECURITY KIT	EA	8	200.00	1,600.00
6	2" CONDUIT PVC SCH. 40	LF	900	5.00	4,500.00
7	#6 CONDUCTOR	LF	2800	1.40	3,920.00
8	#12 GROUND WIRE	LF	700	1.00	700.00
9	PULLBOXES	EA	8	195.00	1,560.00
10	ELECTRICAL TESTING	LS	1	244.00	244.00
11	CCTV CONDUIT WITH PULLROPE	LF	400	4.00	1,600.00
12	CCTV, POWER WIRE	LF	800	2.00	1,600.00
TOTAL ADDITIVE ALTERNATE #1 BID PRICE					66,934.00

Total Base Bid and Additive Alternate #1 \$1,199,895.00

(for determination of bid award)

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

**CITY PARKS LIGHTING PROJECT – PHASE 3
(Allan Witt Community Park)**

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be Performed	Percent of Total Bid
1) Tully Consulting Group 180 S. First Street, Ste. 9 Dixon, CA 95620	C64354	Bid Item #4	100%
2) Atlas Tree Surgery 1544 Ludwig Ave. Santa Rosa, CA 95407	679146	Bid Item #5 1 #7	100%
3) North Star Eng. Group 620 12th Street Mokelumne, CA 95354	SRVY: 70886 SRVY: 6953	Partial BI #17 Partial BI #18 Partial AH. BI #2	• 6% • 5% • 8%
4) JS RE-Bar P.O. Box 276028 Sac, CA 95827	(Signature)		
5)			
6)			

Note: Attach additional sheets if required

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the V.P. ^{Tim Paxin's Pacific} of Excavation, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/27/15 [date], at Elk Grove [city], CA [state].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

3/27/15
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

See Attached
Ack.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)On 3/27/2015
Date

before me,

Michelle L. Pereira (Notary Public)

Here Insert Name and Title of the Officer

personally appeared

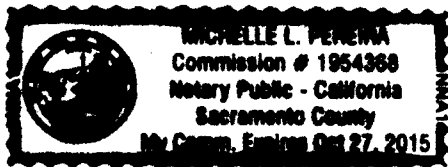
James Paxin

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Michelle L. Pereira

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____


☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Tim Paxin's Pacific Excavation, Inc.
Name of Firm

9796 Kent Street, Elk Grove CA
Business Address 95624

(916) 686-2800
Phone Number


Signature of Responsible Official

Contractor's License:

a. Class: 694400

b. Number: A & C10

c. Expiration Date: 8/31/2016

FEI Number: 95-4398585

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Tim Paxin's Pacific Excavation, Inc.
Tim Paxin - President
Jim Paxin - V.P.
Prescilla Gastelum - Secretary

TODD

ESTIMATOR

Thanson@pacificexcavation
con.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

CITY PARKS LIGHTING PROJECT – PHASE 3 (Allan Witt Community Park)

WHEREAS Tim Paxin's Pacific Excavation, Inc.

9796 Kent Street, Elk Grove, CA 95624

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Great American Insurance Company

301 East 4th Street, Cincinnati, OH 45202

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Ten Percent of the Total Amount Bid (10% Percent)

Dollars (\$ 10% Percent), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

PROPOSAL

P - 8

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 25, 2015

"Contractor"

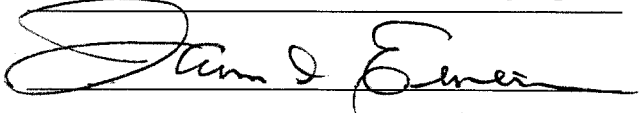
"Surety"

Tim Paxin's Pacific Excavation, Inc.

Great American Insurance Company

By: 

V.P.
Title

By:  James D. Einerson, Attorney-in-Fact
Title

By: _____

Title

By: _____

Title

(Seal)

(Seal)

Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California)
County of Sacramento)

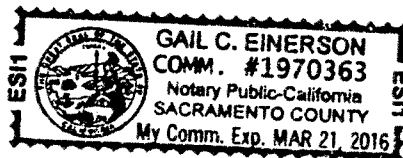
On 03/25/15 before me, Gail C. Einerson, Notary Public, _____
(insert name and title of officer)
personally appeared James D. Einerson _____

who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized
capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gail C. Einerson
Signature of Notary Public



(seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER,	\$100,000,000.00
MICHELLE FURNO	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of FEBRUARY, 2014

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 27TH day of FEBRUARY, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25 day of March, 2015



Atty L C. B.
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

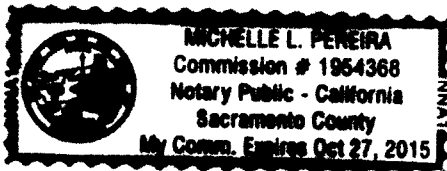
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sacramento)
 On 3/27/2015 before me, Michelle L. Pereira (Notary Public)
 Date Here Insert Name and Title of the Officer
 personally appeared James Paxin
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle L. Pereira
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☒ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

City of Fairfield

**CITY PARKS LIGHTING PROJECT – PHASE 3
(Allan Witt Community Park)**

ADDENDUM NUMBER 1

Date: March 26, 2015

TO ALL PROSPECTIVE BIDDERS:

The City of Fairfield (City), located at 1000 Webster Street, Fairfield, California 94533, hereby issues this addendum to the above-stated project and contract.


Bidders are instructed to submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract, and the contract documents to be executed will contain a copy of this addendum.

Any references to page numbers in this addendum are included to assist Bidder's in posting the changes in this addendum to the original bidding documents. In cases of conflict between the page reference and the description of the change, the description shall take precedence.

The Bidder shall acknowledge receipt of this Addendum on Page P2 of the Bidder's Proposal and attach this signed Addendum Cover Sheet to the Bidder's Proposal when submitted.

APPROVED:

ACKNOWLEDGEMENT:



Kevin L. Berryhill, P.E.
City Engineer



CONTRACTOR

BIDDER: Return a signed copy of THIS PAGE (only) of this addendum with your proposal, unless directed otherwise. Please insert it and all other addenda signature pages, if any, in numerical order, loosely behind the Proposal signature page in the Proposal and Contract book. Failure to thus acknowledge receipt of and include the provisions of this addendum in your proposal will be just cause for considering your bid to be non-responsive.

The following changes, additions, or deletions shall be made to the following documents as indicated. All other items of the plans and specifications not changed shall remain the same.

1. **Replace:** page "P-4" of the contract documents with the attached "P-4A (revised per Addendum 1)"; **submit with bid.** Duplicate bid item numbers deleted and bid items list renumbered – no changes to bid quantities.
2. **Replace:** page "A-4" of the contract documents with the attached "A-4A (revised per Addendum 1)"; **submit with bid.** Duplicate bid item numbers deleted and bid items list renumbered – no changes to bid quantities.
3. **Clarification:** Contractor shall provide temporary fencing as required around open work areas keeping in mind the traffic access and project phasing requirements as noted on drawing E2.3 of the Contract Drawings.
4. **Clarification:** Contractor shall submit bid based on quantities shown on Bid Items schedule. Contractor is directed to detail 3 on drawing E1.2 requiring extra 10' of wire coiled inside each pullbox as well as wires up each light pole to the light fixture. Payment will be based on actual lineal feet of conduit and wires installed in the field.

Attachments

P-4A (revised per Addendum1)

A-4A (revised per Addendum 1)

--END--

30	#12 CONDUCTOR	LF	19500		
31	#12 GROUND WIRE	LF	15000		
32	#6 CONDUCTOR	LF	48000		
33	#6 GROUND WIRE	LF	100		
34	#2 CONDUCTOR	LF	200		
35	#2 GROUND WIRE	LF	1500		
36	#350 CONDUCTOR	LF	3000		
37	PULLBOXES	EA	122		
38	ELECTRICAL TESTING	LS	1		
39	CCTV CONDUIT WITH PULLROPE	LF	5500		
40	CCTV, POWER WIRE	LF	9000		
TOTAL BASE BID PRICE					

ADDITIVE ALTERNATE #1 BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	CONTROLLED DENSITY FILL	EA	6		
2	F1 – LIGHT FIXTURE 20' PATHWAY	EA	6		
3	HOUSEKEEPING PAD	EA	6		
4	GROUND ROD AND WIRE	EA	6		
5	PULLBOX SECURITY KIT	EA	8		
6	2" CONDUIT PVC SCH. 40	LF	900		
7	#6 CONDUCTOR	LF	2800		
8	#12 GROUND WIRE	LF	700		
9	PULLBOXES	EA	8		
10	ELECTRICAL TESTING	LS	1		
11	CCTV CONDUIT WITH PULLROPE	LF	400		
12	CCTV, POWER WIRE	LF	800		
TOTAL ADDITIVE ALTERNATE #1 BID PRICE					

Total Base Bid and Additive Alternate #1 \$ _____

(for determination of bid award)

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

ARTICLES OF AGREEMENT
A – 4A
(ADDENDUM 1)

Experience Statement



Owner / General:	Project:	Amount:
City of Rancho Cordova 2729 Prospect Park Dr Rancho Cordova, Ca 95670 Bob Lorusso (707) 689-3890	Folsom Blvd Streetscape 115 Deco Streetlights <i>VERY GOOD ONE. CAN LEAVE PLANE - THEY DO THE RIGHT THING.</i>	\$2,371,459.51 Completed Jan 2013
City of Rancho Cordova 2729 Prospect Park Dr Rancho Cordova, Ca 95670 Bob Lorusso (707) 689-3890	Folsom Blvd Streetscape Ph 3 49 Deco Streetlights	\$1,334,936.37 Completed Oct 2012
City of Tracy 520 Tracy Blvd Tracy, Ca. 95376 Ripon Bhatia (209) 831-6455	Holy Sugar Sports Complex 65 Streetlights <i>VERY GOOD CONTRACTOR / ALSO DOES TRAFFIC SIGNAL WORK</i>	\$1,299,203.82 Completed Sept 2013
City of Citrus Heights 6237 Fountain Square Dr Citrus Heights, Ca 95621 Dennis Dunn (916) 727-4788	Auburn Blvd Revitalization 35 Streetlights <i>VERY HIGH WORK LIGHTS & SIGNAL AND CITY OF AUBURN.</i>	\$3,299,508.46 Completed Mar 2014

A handwritten signature in cursive script that reads "Prescilla Gastelum".

Prescilla Gastelum
Corporate Secretary

4-2-15
Date

9796 Kent Street
Elk Grove, Ca 95624
916-686-2800



State of California

Department of Industrial Relations

Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: Contractor Legal Name: [Contractor License Lookup](#)License Number:

694400

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
TIM PAXIN'S PACIFIC EXCAVATION INC	1000000188	CSLB:694400	07/07/2014	06/30/2015

Export as: [Excel](#) | [PDF](#)

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Contractor's License Detail for License # 694400

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

TIM PAXIN'S PACIFIC EXCAVATION INC
9796 KENT STREET
ELK GROVE, CA 95624
Business Phone Number:(916) 686-2800

Entity Corporation
Issue Date 08/15/1994
Expire Date 08/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with GREAT AMERICAN INSURANCE COMPANY.

Bond Number: 4076394

Bond Amount: \$12,500

Effective Date: 01/01/2007

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) PAXIN TIMOTHY PATRICK certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 11/30/1994

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the OLD REPUBLIC GENERAL INSURANCE CORPORATION

Policy Number:A1CW96781505

Effective Date: 01/01/2014

Expire Date: 01/01/2016

Workers' Compensation History



State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
KINGSBOROUGH ATLAS TREE SURGERY, INC.	1000006559	OTHR:679146	01/22/2015	06/30/2015

Export as: [Excel](#) | [PDF](#)

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Contractor's License Detail for License # 679146

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

KINGSBOROUGH ATLAS TREE SURGERY INC
1544 LUDWIG AVENUE
SANTA ROSA, CA 95407
Business Phone Number:(707) 523-4399

Entity Corporation
Issue Date 10/21/1993
Expire Date 10/31/2015

License Status

This license is current and active.

All information below should be reviewed.

Classifications

D49 - TREE SERVICE
C27 - LANDSCAPING
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100224509

Bond Amount: \$12,500

Effective Date: 06/11/2013

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **10124132** for EISENHAUER TODD D in the amount of **\$12,500** with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Effective Date: 01/01/2007

BQI's Bond History

The Responsible Managing Officer (RMO) KINGSBOROUGH RICHARD PAUL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 01/30/2004

BQI's Bond History

Workers' Compensation

Policy Number:290-509272

Effective Date: 07/01/2013

Expire Date: 07/01/2015

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
NORTHSTAR ENGINEERING GROUP, INC.	1000001432	SRVY.7088 SRVY.6953	09/22/2014	06/30/2015

Director's General Prevalence Wage Determination